

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION**

6111 RIDGEWAY GROUP, LLC,

Plaintiff,

v.

**PHILADELPHIA INDEMNITY
INSURANCE COMPANY also doing
business as PHILADELPHIA
INSURANCE COMPANIES, and
CUNNINGHAM LINDSEY U.S., INC.,**

Defendants.

No. _____

JOINT NOTICE OF REMOVAL

Come now the Defendants, Philadelphia Indemnity Insurance Company, incorrectly styled as “also doing business as Philadelphia Insurance Companies”, and Cunningham Lindsey U.S., Inc., by and through the undersigned counsel, and hereby notify the Judges of the United States District Court for the Western District of Tennessee, Western Division, the clerk of the Chancery Court of Shelby County, Tennessee, and the Plaintiff, 6111 Ridgeway Group, LLC, that the action described herein and filed in the Chancery Court of Shelby County, Tennessee, is removed to the United States District Court for the Western District of Tennessee, Western Division pursuant to 28 U.S.C. § 1441.

1. On July 30, 2015, Plaintiff filed a civil action in the Chancery Court of Shelby County, Tennessee bearing Docket No. CH-15-1009 against the Defendants Philadelphia Indemnity Insurance Company and Cunningham Lindsey U.S., Inc.

Service of the complaint and summons was made upon the designated statutory agent of the Defendant Philadelphia Indemnity Insurance Company on August 4, 2015, by certified mail through the Commissioner of the Department of Commerce and Insurance of the State of Tennessee. Service of the complaint and summons was made upon the Defendant Cunningham Lindsey U.S., Inc., through its registered agent Corporation Service Company, by certified mail on August 4, 2015.

2. This action is filed by Plaintiff for proceeds allegedly due under a contract of insurance written by Defendant Philadelphia, and insuring Plaintiff's real property located at 2155 Sycamore View in Memphis, Shelby County, Tennessee which was allegedly damaged by a windstorm/hailstorm occurring on or about October 2, 2014. Plaintiff further asserts claims for bad faith, breach of fiduciary duty, constructive fraud, negligent misrepresentation, fraud, conspiracy to commit fraud, violations of the Tennessee Consumer Protection Act, and breach of common law duty of good faith and fair dealing. (See Complaint at ¶¶ 52–108).

3. Defendants seek removal of this action to this Court upon the grounds that the controversy is wholly between citizens of different states and involves an amount in controversy which exceeds Seventy-Five Thousand Dollars (\$75,000.00), exclusive of the interest and costs. 28 U.S.C. § 1332. Specifically, Plaintiff alleges in the Complaint that the net replacement cost value of the damaged property was \$169,785.56. (See Complaint at ¶18). Further, while not specifying the amount sought, the Complaint demands a judgment against Defendants for “[p]ayment of all contractual benefits for all coverages afforded to Plaintiff under the subject policy of insurance for damage to its dwelling and personal property”, “[d]isgorgement of the increased financial benefits

derived by Defendants”, “[r]eimbursement of all costs associated with the hire of repair estimators, adjusters, and appraisers”, “[a]ctual, punitive, and treble damages”, and “[a]ttorneys' fees, costs and interest, including pre-judgment and postjudgment interest.” Therefore, as shown by the allegations in the Complaint, the damages alleged by Plaintiff are in excess of the jurisdictional limit making removal to this Court appropriate.

4. Plaintiff 6111 Ridgeway Group, LLC is a manager-managed limited liability company, comprised of one member, organized under the laws of the State of Tennessee, with its principal place of business in Monsey, New York.

5. Defendant Cunningham Lindsey U.S., Inc. is a corporation incorporated in Texas, with its principal place of business in Lewisville, Texas.

6. Defendant Philadelphia Indemnity Insurance Company is a corporation incorporated in Pennsylvania, with its principal place of business in Bala Cynwyd, Pennsylvania.

7. The amount in controversy exceeds Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs.

8. This notice is filed within the time prescribed by 28 U.S.C. §1446(b).

9. A copy of the Summons and Complaint, being all the papers served upon the Defendants, are attached hereto.

WHEREFORE, notice is hereby given that the said civil action number CH-15-1009 is removed from the Chancery Court of Shelby County, Tennessee, to this Court.

Respectfully submitted,

RAINEY, KIZER, REVIERE & BELL, P.L.C.

By: s/ Bradford D. Box

BRADFORD D. BOX (BPR No. 16596)
BRANDON W. REEDY (BPR No. 30314)
209 East Main Street
P.O. Box 1147
Jackson, Tennessee 38302-1147
(731) 423-2414
bbox@raineykizer.com
breedy@raineykizer.com

*Attorneys for Defendant
Philadelphia Indemnity Insurance Company*

BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, P.C.

By: s/ Mason W. Wilson

MASON W. WILSON (BPR No. 23968)
2000 First Tennessee Building
165 Madison Avenue
Memphis, Tennessee 38103
(901) 526-2000
mwwilson@bakerdonelson.com

*Attorney for Defendant
Cunningham Lindsey U.S., Inc.*

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served upon counsel for each of the parties by mailing postage prepaid or by delivery to the person or office of such counsel, and by electronic means via the Court's electronic filing system, as follows:

S. JOSHUA KAHANE (BPR No. 23726)
Glankler Brown, PLLC
6000 Poplar Avenue, Suite 400
Memphis, Tennessee 38119
(901) 576-1701
JKahane@glankler.com
Attorney for Plaintiff
6111 Ridgeway Group, LLC

This, the 24th day of August, 2015.

s/ Bradford D. Box